
REQUEST FOR PROPOSALS

0634-218

Project Title: ***North Carolina Family Assessment Scale (NCFAS) TRAINING***

Estimated Contract Period: September 15, 2006 through June 30, 2007. Amendments extending the period of performance, if any, shall be at the sole discretion of DSHS.

Proposal Due Date: All Proposals whether mailed or hand delivered must arrive by 5:00 p.m. Pacific Standard time on July 26, 2006. **Faxed bids WILL NOT be accepted. E-mailed bids WILL NOT be accepted.**

Submit Proposal To:

Proposal Delivered by Mail:
Julia M. Weese, RFP Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
PO BOX 45811
Olympia, WA 98504-5811

Proposal delivered by Express / Hand Delivery, Or Courier:

Julia M. Weese, RFP Coordinator
Department of Social and Health Services
Administrative Services Division / Central
Contract Services
4500 10th Avenue SE
Lacey, WA 98503

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SECTION I. INTRODUCTION

A. PURPOSE OF REQUEST FOR PROPOSAL

The Division of Program and Practice Improvement, Children's Administration (CA), Department of Social and Health Services (DSHS), seeks responses from qualified bidders to provide training to staff of contracted providers of Family Preservation Services(FPS) and Intensive Family Preservation Services (IFPS). Training will prepare provider staff to use the **North Carolina Family Assessment Scale** (NCFAS) to assess families referred for FPS or IFPS services.

B. BACKGROUND

The DSHS contract for FPS and IFPS services requires that a family assessment be completed at the beginning and end of services. The Children's Administration is implementing the NCFAS as the family assessment tool to be used for all families referred for FPS or IFPS services. All current therapists must be trained to this new tool prior to the implementation date of January 1, 2007. In addition, new therapists must have regular opportunities to receive the training within 60 days of their hire date.

The Children's Administration, Division of Program and Practice Improvement, seeks a qualified contractor to deliver training to those parties who will be administering the tool, and to DCFS staff who will need to interpret the results for the families referred. One contractor will be selected to provide training statewide.

The initial training to the NCFAS tool will be completed by December 15, 2006, and will be delivered in up to ten (10) sessions. Sessions would be expected to be four to six hours in length. Beginning January 1, 2007, trainings will be provided as needed, at least twice quarterly, for new contractor staff who will be using the tool. Trainings must take place around the state, in locations accessible to all contractor staff.

C. PROJECT SCOPE

The scope of this project is described below:

- Using the materials in the NCFAS training packages purchased by DSHS, provide up to ten (10) sessions between September 15, 2006 and December 15, 2006, for current contractor service delivery staff and interested DCFS staff.
- Starting January 1, 2007, provide, as needed, two (2) trainings quarterly for newly hired service delivery staff.
- Schedule trainings around the state to accommodate need and accessibility to participants.
- Create and use a process for marketing the training to prospective enrollees and for registering and confirming participants in the training.

- Provide training materials for each participant.
- Deliver training using principles of adult learning and incorporate a combination of visual, auditory, kinesthetic, and didactic adult learning styles.
- Distribute and collect training evaluation forms at the end of each training session and submit to the DSHS Division of Program and Practice Improvement.

D. MINIMUM QUALIFICATIONS

Bidders must meet the following qualifications:

- Experience of at least one (1) year delivering services to clients through the FPS or IFPS programs.
- Training in using the NCFAS tool.
- Experience of at least one (1) year in using the NCFAS tool.
- Experience of at least one (1) year training adults using adult learning principles.
- Familiarity with and ability to use the video vignettes and packaged training materials developed by the National Family Preservation Network.

E. FUNDING

DSHS has an allotted budget amount not to exceed \$30,000 for this project. Any contract awarded is contingent upon the availability of funding.

Training will be funded as follows:

- \$1,200 per training.
- \$35 per participant for training materials.
- \$2 per participant for light refreshments.
- Lodging, mileage, and per diem expenses, as appropriate per rates set by the state of Washington, Office of Financial Management.

F. DEFINITIONS

See Exhibit A, Definitions, for the meaning of certain terms used in this RFP.

SECTION II. GENERAL INFORMATION

A. PROCUREMENT CONTACT INFORMATION

Upon release of this RFP, all communications concerning this RFP must be directed only to the RFP Coordinator listed below. Any communication directed to DSHS staff, or its consultant, other than the RFP Coordinator may result in disqualification. Any oral communications will be considered unofficial and non-binding to DSHS. Bidders should rely only on written statements issued by the RFP Coordinator.

DSHS RFP Coordinator

Contact:	Julia M. Weese, RFP Coordinator Department of Social & Health Services Administrative Services Division / Central Contract Services
Mailing Address:	P.O. Box 45811 Olympia, Washington 98504-5811
Physical Address:	4500 10th Avenue SE Lacey, Washington 98503
Telephone:	(360) 664-034
FAX:	(360) 664-6184
E-mail Address:	weesejm@dshs.wa.gov

B. ACCEPTANCE OF RFP TERMS

A Proposal submitted in response to this RFP shall be considered a binding offer. Acknowledgement of this condition shall be indicated by signature of an officer of the Bidder legally authorized to execute contractual obligations by submitting with the Proposal a signed Bidder Information, Certificates and Assurances Form attached hereto as Exhibit B. A Bidder must clearly identify and thoroughly explain any variations between its Proposal and DSHS' RFP. Failure to do so shall be deemed a waiver of any rights to subsequently modify the terms of performance, except as outlined or specified in the RFP.

C. PROCUREMENT SCHEDULE

The Procurement Schedule outlines the tentative schedule for important action dates and times. DSHS reserves the right to revise this schedule at any time and will post any amended schedules on the DSHS Procurement website.

Figure 1. *PROCUREMENT SCHEDULE*

Item	Action	Date
1.	Issue RFP	July 14, 2006
2.	Last Date for Accepting Bidder Written Questions by 5:00 PM Pacific Standard Time	July 19, 2006
3.	Issue Response to Written Questions No Later Than	July 24, 2006
4.	Proposal Submission Due by 5:00 p.m. Pacific Standard time	July 28, 2006
5.	Proposal Evaluation	July 31, 2006
6.	Notify Apparently Successful Bidder	August 10, 2006
7.	Notify Unsuccessful Bidders	August 10, 2006
8	Begin Contract Negotiations	August 11, 2006
9.	Bidder's Request for Debriefing Due by 5:00PM	August 15, 2006
10.	Hold Debriefing Conferences	August 17 & 18, 2006
11.	Bidders' Protest(s) Due	August 23, 2006
12.	Contract Execution	Anticipated September 15, 2006

D. CONTRACT

DSHS intends to award **one (1) contract** to provide the services described in this RFP.

The Contract term shall be eight and one-half (8 1/2) months commencing upon the date of execution of the contract by DSHS. DSHS reserves the right to amend the contract extending the period of performance for up to one (1) additional year.

Specific restrictions apply to contracting with current or former state employees pursuant to chapter 42.52 of the Revised Code of Washington. Bidders should familiarize themselves with the requirements prior to submitting a Proposal.

E. INSURANCE

The Apparently Successful Bidder must comply with the insurance requirements identified in the sample contract attached hereto as Exhibit C.

F. CONTRACT AMENDMENT

Additional services that are appropriate to the scope of this RFP, as determined by DSHS, may be added to the resulting Contract by a written amendment mutually agreed to and executed by both parties.

G. PROPRIETARY INFORMATION/PUBLIC DISCLOSURE

Materials submitted in response to this RFP shall become the property of DSHS. All proposals, quotes, lists, evaluation documents and other documents that make up this Procurement shall remain confidential until 1) DSHS makes it available to the public pursuant to RCW 42.17, or 2) the contract, if any, resulting from this RFP is signed by DSHS and the Apparently Successful Bidder. Thereafter, the proposals shall be deemed public records as defined in RCW 42.17.

Bidder's proposal must include a statement on the Letter of Submittal identifying each page of your proposal which contains any proprietary information. Each page claimed to be proprietary must be clearly marked by printing the word "Proprietary" on the lower right hand corner of each page which contains any proprietary information.

If DSHS receives a request to view or copy your proposal, DSHS will respond according to applicable law and DSHS policy governing public disclosure. DSHS will not disclose any information marked "Proprietary" in your proposal without giving you ten (10) days notice for you to seek a court injunction against the disclosure. You may not mark your entire proposal proprietary.

H. WRITTEN REPRESENTATIONS

Proposals should be based on the material contained in this RFP, any related amendment(s), and any questions and answers directed through the RFP Coordinator.

I. QUESTIONS AND ANSWERS

Bidders should fax, e-mail or mail written questions to the RFP Coordinator. Early submission of questions is encouraged. Questions will be accepted until the date set forth in the Procurement Schedule. Questions and Answers will be on the DSHS Procurement website.

J. RFP AMENDMENTS

DSHS reserves the right, at any time before execution of a contract, to amend all or a portion of this RFP. Amendments will be posted on the DSHS Procurements Web site, if applicable. If there is any conflict between amendments or between an amendment and the RFP, whichever document was issued last in time shall be controlling.

K. RETRACTION OF THIS RFP

DSHS and the State of Washington are not obligated to contract for the services specified in this RFP. DSHS reserves the right to retract this RFP in whole, or in part, at any time without penalty.

L. SUBMISSION OF PROPOSALS

Proposals must be prepared and submitted no later than the proposal submission date and time specified in the Procurement Schedule. The proposal is to be sent to the RFP Coordinator, either by mail or hand delivery, at the address specified in Section II.A., Procurement Contact Information. DSHS will not accept any proposal submitted by fax. DSHS will not accept any proposal submitted by email.

You should allow sufficient time to ensure timely receipt by the RFP Coordinator. You assume the risk for the method of delivery and for any delay in the mailing or delivery of your proposal.

DSHS reserves the right to disqualify any proposal and withdraw it from consideration if it is received after the proposal submission due date and time. All proposals and any accompanying documentation become the property of DSHS and will not be returned.

M. NONRESPONSIVE PROPOSALS

All proposals will be reviewed by the RFP Coordinator to determine compliance with administrative requirements and instructions specified in this RFP. DSHS may reject or withdraw your proposal at any time as nonresponsive for any of the following reasons:

- Incomplete proposal;
- Submission of alternative proposals;
- Failure to comply with any part of this RFP or any exhibit to this RFP;
- Submission of incorrect, misleading, or false information.

N. MINOR IRREGULARITIES

DSHS may waive minor administrative irregularities related to any proposal.

O. COST TO PROPOSE

DSHS will not be liable for any costs incurred by the Bidder in preparing, submitting or presenting a proposal for this RFP.

P. JOINT PROPOSALS

If you submitted a joint proposal, with one or more other bidders, you must designate the prime bidder. The prime bidder will be DSHS's sole point of

contact, will sign the contract and any amendments, and will bear sole responsibility for performance under the contract.

Q. EXHIBITS

Exhibits to this RFP are:

- Exhibit A - Definitions
- Exhibit B - Bidder Information, Certifications and Assurances Form
- Exhibit C - Sample Contract
- Exhibit D – NCFAS TRAINING MATERIALS OVERVIEW
- Exhibit E – NCFAS Tool

You should be sure that you have downloaded a complete copy of this RFP and all attached exhibits, as listed above. The procurement documents can be accessed at <http://www1.dshs.wa.gov/msa/ccs/> . If you are unable to download the documents, you should contact the RFP Coordinator.

It is not a ground for protest if your copy of this RFP should be missing any exhibit or pages of the RFP.

R. WITHDRAWAL OF PROPOSALS

After a Proposal has been submitted, Bidders may withdraw a proposal at any time up to the proposal submission date and time specified in the Procurement Schedule. A written request signed by an authorized representative of the Bidder must be submitted to the RFP Coordinator. After withdrawing a previously submitted proposal, the Bidder may submit another proposal at any time up to the proposal submission date and time.

S. NOTIFY APPARENTLY SUCCESSFUL BIDDER

DSHS will notify the Apparently Successful Bidder on or about the date and time specified in the Procurement Schedule of the selection of the Apparently Successful Bidder by written notice via mail, e-mail and/or fax. DSHS will notify separately the Unsuccessful Bidders on or about the date and time specified in the Procurement Schedule of the non-selection of the Unsuccessful Bidder by written notice via mail, e-mail and/or fax.

T. BIDDER DEBRIEFING CONFERENCE

If DSHS does not select your proposal, you may request a debriefing conference. You must submit your request in writing to the RFP Coordinator by mail or fax by the date specified in the Procurement Schedule, Section II.C., Figure 1.

Debriefing conferences will be held on August 17, 2006 and August 18, 2006. The debriefing conference may be conducted either in person or by telephone and will be scheduled for a maximum of one hour.

Discussion at the debriefing conference will be limited to the following:

- Evaluation and scoring of your proposal;
- Critique of your proposal based on evaluators' comments; and
- Review of your final score in comparison with other Bidders' final scores without identifying the Bidders.

Identification of the other Bidders, their proposals or evaluations will not be allowed.

U. PROTEST

Protests may be made only after DSHS has sent notification to the Apparently Successful Bidder and to the unsuccessful bidders. In order to submit a protest under this RFP, a Bidder must have submitted a Proposal for this RFP, and have requested and participated in a debriefing conference. It is the sole administrative remedy available within DSHS. The following is the process for filing a protest:

1. GROUNDS FOR PROTEST

A protest may be made based on these grounds only:

- Arithmetic errors were made by DSHS in computing the score;
- DSHS failed to follow the procedures established in this RFP document, or to follow applicable State or federal laws or regulations; or
- Bias, discrimination, or conflict of interest on the part of an evaluator.

2. PROTEST FORM AND CONTENT

A protest must state all of the facts and arguments upon which the protest is based, and the grounds for your protest. It must be in writing and signed by a person authorized to bind the Bidder to a contractual relationship. At a minimum, the protest must include:

- The name of the protesting Bidder, mailing address and phone number, and the name of the individual responsible for submission of the protest;

- The RFP number and name of the issuing agency;
- A detailed and complete statement of the specific action(s) by DSHS under protest;
- The grounds for the protest;
- Description of the relief or corrective action requested.

You may attach to your protest any documentation you offer to support your protest.

3. SUBMITTING A PROTEST

Your protest must be in writing and must be signed. You must mail or hand deliver your protest to the RFP Coordinator using the same mailing or delivery address provided in this RFP for submitting your proposal. *Protests may not be submitted by fax or email.* DSHS must receive the written protest within **five (5)** business days after the debriefing conference.

4. PROTEST PROCESS

The RFP Coordinator will forward your protest to the DSHS designated Protest Coordinator with copies of the following:

- this RFP and any amendments,
- your proposal,
- the evaluators' scoring sheets, and
- any other documents showing evaluation and scoring of your proposal.

DSHS will follow these procedures in reviewing your protest:

- DSHS will conduct an objective review of your protest, based on the contents of your written protest and the above materials provided by the RFP Coordinator.
- DSHS will send you a written decision within five (5) business days after DSHS receives your protest, unless more time is required to review the protest and make a determination. The protesting Bidder will be notified by the RFP Coordinator if additional time is necessary.

DSHS will make a final determination of your protest and will either:

- 1) Find that your protest lacks merit and uphold DSHS's actions;
- 2) Find that any errors in the RFP process or in DSHS's conduct did not influence the outcome of the RFP, and uphold DSHS's actions; or

- 3) Find merit in the protest and provide options for corrective action by DSHS which may include:
 - That DSHS correct any errors and re-evaluate all proposals affected by its determination of the protest;
 - That DSHS reissue the RFP document; or
 - That DSHS make other findings and take such other action as may be appropriate.

V. EXECUTION OF THE CONTRACT

If you are the Apparently Successful Bidder, you will be expected to sign a contract with DSHS and any subsequent amendments that may be required to address specific work or services as needed. A sample contract is attached as Exhibit C.

DSHS reserves the right to negotiate the specific wording of the Statement of Work, based on the requirements of this RFP and the terms of your proposal.

If you fail or refuse to sign the contract or any subsequent amendment within ten (10) business days of delivery to you, DSHS may elect to cancel the award and may award the contract to the next-highest ranked finalist.

Any subcontracts necessary to perform the contract shall be subject to the prior written approval of DSHS.

If at contract award or anytime thereafter any specifically named individual(s) identified in the Proposal to work on this engagement are not available, DSHS has the right to approve or reject any change in Contractor personnel.

SECTION III. PROPOSAL CONTENTS

A. PROPOSAL CONTENTS

The four major sections of the proposal are to be submitted in the order noted below in Section III.C., Contents of Binders:

Proposals must provide information in the same order as presented in this document with the same headings. The questions in each of the four sections are described below. All questions must be answered and all items must be included as part of the proposal for the proposal to be considered responsive, even though certain items may not be scored.

B. FORMAT OF PROPOSAL

- Proposals must be submitted on standard eight and one-half by eleven inch (8 ½" x 11") white paper.
- A font size not less than 12 point must be used.
- Proposals must be submitted in separate three-ring binders as specified in Section III.C., Contents of Binders, with tabs separating the major sections of the Proposal, and your name on the front cover or title page of each binder.
- Identify each copy of your proposal by including Proposal to RFP # 0634-218; the title of this RFP, North Carolina Family Assessment Scale (NCFAS) Training; and your name on the front cover.

C. CONTENTS OF BINDERS

Submit one binder marked "Original" with Bidder's name and three (3) copies, of your proposal containing the following:

- Table of Contents
- Section 1: Administrative Requirements.
- Section 2: Technical Proposal
- Section 3: Management/Experience and Qualifications Proposal

D. ADMINISTRATIVE REQUIREMENTS (SECTION 1 OF PROPOSAL BINDER)

Please respond to each item in the same order in which they appear.

1. Letter of Submittal

Bidders must submit a prepared and signed submittal letter on Bidder's official business letterhead stationery. The submittal letter must be included as the first page of Section 1. Signing the submittal letter indicates that the Bidder accepts the terms and conditions of RFP# 0634-218.

The Bidder's Letter of Submittal must include the following:

- Name, address, principal place of business, telephone number, fax number, and e-mail address of legal entity or individual with whom contract would be written;
- The name of your contact person for this RFP;
- A detailed list of all materials and enclosures included in your Proposal;
- A list of all RFP amendments downloaded by the Bidder from the DSHS Procurements Web site, if applicable, and listed in order by amendment number and date. If there are no RFP amendments, include a statement to that effect;
- The Bidder's guarantee that its Proposal, as submitted, will remain in full force and effect for 180 days;
- A statement substantiating that the person who signs the letter is authorized to contractually bind the Bidder's firm;
- Identification of the page numbers on the Bidder's Proposal that are marked "Proprietary or Confidential" Information; and
- Any statements you wish to convey to the RFP Coordinator, including any variations between your proposal and the RFP.

2. Bidder Information, Certificates and Assurances Form

A completed Bidder Information, Certificates and Assurances Form Exhibit B. Please sign and include any attachments that are necessary.

3. Reference Section

Provide a list of at least three (3) references of entities for which you have performed similar services. Include the names, telephone numbers, dates of services, and a brief description of the similar services you provided them in the past. References will only be contacted for finalist(s).

E. TECHNICAL PROPOSAL (SECTION 2 OF PROPOSAL BINDER)

Please respond to each question in the same order in which they appear.

- a. (20 Points) Please describe how you plan to:
 - (1) Design a curriculum that incorporates the packaged training materials to train participants to the NCFAS. (Include an outline of your curriculum.)
 - (2) Train participants to use the NCFAS to enhance their FPS and IFPS practice.
 - (3) Plan and schedule the trainings, both in the initial stage of training current service delivery staff, and the follow-up stage of training new service delivery staff within 60 days of hire.
 - (4) Assess training needs and advertise the training to prospective enrollees.
 - (5) Ensure consistency of training statewide
 - (6) Deliver the trainings.
- b. (5 Points) Please describe how you will coordinate with DSHS staff in providing the services listed in Section 1, paragraph 3.
- c. (15 points) Please describe how you will use adult learning principles in the delivery of the services listed in Section 1, paragraph 3.
- d. Please describe how you will provide quality assurance for the training sessions
- e. (10 Points) To determine, upon completion of training, that participants have the skills to use the NCFAS.
- f. (10 Points) To evaluate that participants are satisfied with the learning experience.

Total Points – Technical Proposal: 60 Points

F. MANAGEMENT, EXPERIENCE AND QUALIFICATIONS PROPOSAL (SECTION 3 OF PROPOSAL BINDER)

Please respond to each question in the same order in which they appear.

- a. (5 Points) Personnel/Hiring
Provide a detailed listing of the Key Personnel or team you propose for this engagement, including the titles of staff, team roles (if applicable),

and a current resume of each person proposed. Resumes must detail experience with the required skills listed in Section I, Paragraph 4, minimum qualifications of this RFP.

- b. (15 Points) The resumes should include the following:
 - (1) Experience providing FPS or IFPS services
 - (2) Experience training adults using adult learning principles
 - (3) Experience using the NCFAS
 - (4) Experience training to the NCFAS
 - (5) Experience with the NCFAS packaged training materials
- c. (15 Points) Experience
 - (1) Describe your experience as an agency in planning, coordinating, and implementing technical assistance, training, and educational events in the social services field.
 - (2) Describe your experience as an agency in providing FPS and IFPS services, as required under RCW 74.14C.
 - (3) Describe the minimum qualifications of trainers in your agency.
- d. (5 Points) References
 - Document the skills, knowledge, and abilities of your trainers through
 - (a) Three letters of reference.
 - (b) Three evaluations of trainings provided by your trainers.

**Total Points – Management, Experience, and Qualifications Proposal:
40 Points**

SECTION IV. EVALUATION

A. EVALUATION PROCEDURE

Responsive proposals will be evaluated strictly in accordance with the requirements stated in this Procurement and any amendments issued. The evaluation of proposals shall be accomplished by an evaluation team to be designated by DSHS who will be responsible for the review, evaluation and scoring of Bidder proposals. DSHS, at its sole discretion, will select finalists for an oral presentation. If oral presentations are held, evaluators will evaluate and score the oral presentations of bidders selected as finalists.

B. PROPOSAL EVALUATION

Each Proposal will first be screened to determine if the Bidder has complied with appropriate Administrative Requirements and Submittal Instructions. Each Proposal must meet the Administrative Requirements to be eligible to submit a proposal to this RFP. If your proposal does not meet all Administrative Requirements for this RFP, DSHS may consider your proposal nonresponsive and withdraw it from consideration at any time. Evaluators will score all responsive proposals and award points up to the maximum points available for each question.

C. SCORING OF PROPOSALS

The maximum number of evaluation points available is 100 points. The Administrative Requirements are evaluated on a pass/fail basis. The following weighting and points will be assigned to the proposal for evaluation purposes:

WRITTEN PROPOSAL

Technical Proposal – 60%	60 Points
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Experience and Qualifications-40%	40 Points
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TOTAL	<u>100</u> Points
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Your sub-total score for the written proposal will be the average of the scores of the evaluators who review your written proposal. Your final Total Evaluation Score will be the average points awarded for your written proposal, your references if applicable, and your oral presentations if applicable.

D. FINAL DETERMINATION OF APPARENTLY SUCCESSFUL BIDDER(S)

DSHS program staff and/or management may conduct a final review of the evaluation and scoring of finalist(s).

In this final review, DSHS may consider past or current performance of any DSHS contracts by a finalist(s), and any experience of the program or DSHS in working with a finalist(s) under any past or current contract with DSHS.

DSHS management shall make the final determination as to which bidder(s), initially designated as finalist(s), shall be officially selected and notified as the Apparently Successful Bidder(s) under this Procurement.

In doing so, DSHS management shall be guided, but not bound, by the scores awarded by the evaluators. Program staff and DSHS management shall determine which proposals reviewed during this final selection process will best meet the needs of DSHS and, specifically, the needs of the ***Children's Administration***.

Any bidder who would be an Apparently Successful Bidder based on the scores awarded by the evaluators, and who is not selected, shall be provided, upon request, with the reasons for selecting a bidder with a lower final score.

Exhibit A

Definitions

DEFINITIONS

The following terms which appear in this RFP have the meaning that is defined below for the purposes of this RFP:

- Apparently Successful Bidder - A bidder selected as having submitted a successful proposal, based on the final determination of DSHS management taking into consideration the bidder's final proposal score and which proposals best meet the needs of DSHS. The bidder is considered an "apparently" successful bidder until a contract is finalized and executed.
- Agency – The Department of Social and Health Services is the agency of the State of Washington that is issuing this RFP.
- Bidder - An individual, organization, public or private agency, or other entity submitting a proposal in response to this RFP.
- Contractor – Individual or Company whose proposal has been accepted by the Agency and is awarded a fully executed, written contract.
- Issue - To mail, post or otherwise release this RFP as a public document to interested parties.
- Key Personnel - Staff being proposed to do the work under this proposal.
- Proposal - All material prepared and assembled by a bidder, and which the bidder submits in response to this RFP.
- Protest - An objection by the bidder, in writing, protesting the results of this RFP, and which complies with all requirements of this RFP.
- RCW - Revised Code of Washington. (All references to RCW chapters or sections shall include any successor, amended, or replacement statute.)
- RFP - Request for Proposals; i.e., this RFP document.
- RFP Coordinator - The person named in this RFP as the RFP Coordinator, or the RFP Coordinator's designee within Central Contract Services. The sole point of contact within DSHS regarding this RFP for potential bidders and other interested parties.
- Statement of Work - A statement of the work or services which the Contractor is to perform under any contract awarded, and which is generally in the form of an exhibit attached to the contract.
- Submit - To deliver to the DSHS RFP Coordinator any of several documents described in this RFP and in the manner specified in this RFP.
- WAC - Washington Administrative Code. (All references to WAC chapters or sections shall include any successor, amended, or replacement regulation.)
- You - The person, agency, or organization requesting a copy of this RFP or submitting a proposal in response to this RFP.

Exhibit B
Bidder Information, Certifications and Assurances Form

STATE OF WASHINGTON
DEPARTMENT OF SOCIAL AND HEALTH SERVICES
CENTRAL CONTRACT SERVICES

BIDDER INFORMATION, CERTIFICATIONS AND ASSURANCES
Request for Proposal (RFP) # 0634-218

Completion of this Bidder Information form is a mandatory requirement for contracting with the Washington Department of Social and Health Services (DSHS). The certifications and assurances contained herein are a required element of the Proposal. **Failure to submit this Bidder Information form or any applicable attachments with your proposal may result in your proposal being rejected as nonresponsive.**

Please Type or Print Legibly:

Bidder Name: _____

Bidder Address: _____

Telephone: _____ Fax Number: _____

Contact Person for the Bidder's proposal: _____

Section A: All Bidders

1. Complete the applicable box:

a. The Bidder is an individual and is a:

☐ Sole Proprietor

You must complete Sections A, B and F.

b. The Bidder is a partnership and is a:

☐ General Partnership

☐ Limited Partnership ☐ Limited Liability Partnership

You must complete Sections A, C and F.

c. The Bidder is a corporation and is a:

☐ For Profit Corporation

☐ Non Profit Corporation

☐ Limited Liability Corporation

You must complete Sections A, D and F.

d. ☐ The Bidder is a public agency, governmental entity, or federally recognized tribe

You must complete Sections A, E and F.

2. The Bidder's Federal Identification number is: _____

3. The Bidder's Washington Uniform Business Identifier (UBI) Number is: _____
To obtain a Washington UBI Number call 360-664-1400.

4. Information concerning the proposed Contract Manager for the Bidder:

Name: _____

Work Address: _____

Work Telephone: _____

Work Fax: _____

5. Has the Bidder had a contract or work order terminated for default during the last five years?

☐ Yes ☐ No

If yes, attach a signed statement describing the contract, the circumstances surrounding the termination, and the name, address and telephone number of the other party to the contract. DSHS will evaluate the facts and may, at its sole discretion, reject the Bidder's proposal on the ground of its past performance. For the purpose of this question, "termination for default" means notice was given to the Bidder to stop contract work due to nonperformance or poor performance, and the performance issue was either (a) not contested by the Bidder or (b) litigated, finding the Bidder in default.

6. The Bidder declares that all answers and statements made in the Proposal are true and correct.
7. The Bidder certifies that the prices and/or cost data contained in the Bidder's proposal 1) have been determined independently, without consultation, communication or agreement with others for the purpose of restricting competition, and 2) have not been and will not be knowingly disclosed by the offeror, directly or indirectly, to any other offeror or competitor before contract award, except to the extent that the Bidder has joined with other individuals or organizations for the purpose of preparing and submitting a joint proposal or unless otherwise required by law.
8. The Bidder's proposal is a firm offer for a period of 180 days following receipt, and it may be accepted by DSHS without further negotiation (except where obviously required by lack of certainty in key terms) at any time within the 180-day period. In the case of a protest, the Bidder's Proposal will remain valid for 210 days or until the protest is resolved, whichever is later.
9. In preparing this Proposal, the Bidder and/or the Bidder's employees have not been assisted by any current or former DSHS employee whose duties relate (or did relate) to this procurement and who was assisting in other than his or her official, public capacity. If there are any exceptions to these assurances or Bidder has been assisted, identify on a separate page attached to this document each such individual by (a) name, (b) current address and telephone number, (c) current or former position with DSHS, and (d) dates of employment with DSHS; and describe in detail the assistance rendered by that individual.
10. The Bidder acknowledges that DSHS will not reimburse the Bidder for any costs incurred in the preparation of this Proposal. All Proposals become the property of DSHS, and the Bidder claims no proprietary right to the ideas, writings, items or samples.

11. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will incorporate a Statement of Work and General Terms and Conditions substantially similar to the sample contract attached to the procurement document. I certify, on behalf of the Bidder, that the Bidder will comply with these or substantially similar Special Terms and Conditions and General Terms and Conditions if selected as an Apparently Successful Bidder.
12. The Bidder acknowledges that any contract(s) awarded as a result of this procurement will also incorporate Special Terms and Conditions applicable to this procurement as prepared by DSHS. The Bidder acknowledges that it will negotiate in good faith any changes or modifications to any portion of the proposed contract.
13. The Bidder understands that, if selected to contract with DSHS, the Bidder will be required to comply with all applicable state and federal civil rights and other laws. Failure to so comply may result in contract termination. If requested by DSHS, the Bidder agrees to submit additional information about the nondiscrimination policies of the Bidder's organization in advance of or after the contract award.
14. The Bidder' certifies that is has a current Washington Business License, and agrees to promptly provide a copy of the license in the event the Bidder is selected as the Apparently Successful Bidder.
15. No attempt has been made or will be made by the Bidder to induce any other person or firm to submit a proposal for the purpose of restricting competition.

Section B: Sole Proprietors Only

1. I am authorized to sign any contract that may result from this procurement.
2. Is the Bidder or any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

Section C: Partnerships Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.
2. Attach the following to this Bidder Information form:
 - Name and address of each of the Bidder's General Partners;
 - Name and address of each of the Bidder's Limited Partners; and/or
 - Name and address of each of the Bidder's Limited Liability Partners.
3. Is any General, Limited, or Limited Liability Partner a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section D: Corporations Only

1. The Bidder is organized under the laws of, and is in good standing with, the State of _____.

2. Attach the following to this Bidder Information form: Name and address of each of the Bidder's Officers and Directors.

3. Is any Officer or Director of the Bidder a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?

☐ Yes

☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

5. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section E: Public Agencies Only

1. The Bidder is a "public agency" as defined in Section 39.34.020 RCW and is a:

☐ State Agency

☐ Institution of Higher Learning

☐ County

☐ Quasi-Governmental

- ☐ City ☐ Federally Recognized Tribe
☐ Public School ☐ Other: _____

2. Is any Manager or Employee of the Bidder Public Agency a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

3. Is any employee of the Bidder who will perform work under a contract between the Bidder and DSHS a past or current State of Washington employee?
☐ Yes ☐ No

If yes, list names, positions, and dates of employment with the State of Washington in an attachment to this form.

4. I am authorized to bind the Bidder to a contract, or the name and title of the individual who is authorized to bind the Bidder to a contract and who will be signing any contracts between DSHS and the Bidder is:

Name

Title

Section F: All Bidders

1. By signing below, the Bidder authorizes DSHS to conduct a financial assessment and/or background check of the Bidder if DSHS considers such action necessary or advisable before contracting with the Bidder.
2. Under the penalties of perjury of the State of Washington, the undersigned affirms the truthfulness of the statements made herein. The undersigned certifies that the Contractor is now, and shall remain, in compliance with the certifications and assurances contained herein, and agrees that such compliance is a condition precedent to the award and continuation of any related contract(s). The undersigned acknowledges the Bidder's obligation to notify DSHS of any changes in the statements, certifications and assurances made herein.


Signature

Date

Printed or Typed Name

Title

Exhibit C Sample Contract

	PERSONAL SERVICE CONTRACT North Caroline Family Assessment Scale (NCFAS) Training	DSHS Contract Number: Resulting From Procurement Number:
This Contract is between the state of Washington Department of Social and Health Services (DSHS) and the Contractor identified below, and is governed by chapter 39.29 RCW.		Program Contract Number: Contractor Contract Number:
CONTRACTOR NAME		CONTRACTOR doing business as (DBA)
CONTRACTOR ADDRESS		WASHINGTON UNIFORM BUSINESS IDENTIFIER (UBI) DSHS INDEX NUMBER
CONTRACTOR CONTACT	CONTRACTOR TELEPHONE	CONTRACTOR FAX CONTRACTOR E-MAIL ADDRESS
DSHS ADMINISTRATION	DSHS DIVISION	DSHS CONTRACT CODE
DSHS CONTACT NAME AND TITLE		DSHS CONTACT ADDRESS
DSHS CONTACT TELEPHONE	DSHS CONTACT FAX	DSHS CONTACT E-MAIL ADDRESS
IS THE CONTRACTOR A SUBRECIPIENT FOR PURPOSES OF THIS CONTRACT?		CFDA NUMBER(S)
CONTRACT START DATE	CONTRACT END DATE	CONTRACT MAXIMUM AMOUNT
EXHIBITS. The following Exhibits are attached and are incorporated into this Contract by reference: <input type="checkbox"/> Exhibits (specify): <input type="checkbox"/> No Exhibits.		
The terms and conditions of this Contract are an integration and representation of the final, entire and exclusive understanding between the parties superseding and merging all previous agreements, writings, and communications, oral or otherwise, regarding the subject matter of this Contract. The parties signing below represent that they have read and understand this Contract, and have the authority to execute this Contract. This Contract shall be binding on DSHS only upon signature by DSHS.		
CONTRACTOR SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED
DSHS SIGNATURE	PRINTED NAME AND TITLE	DATE SIGNED

DSHS General Terms and Conditions

1. **Definitions.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:
 - a. "Central Contract Services" means the DSHS central headquarters contracting office, or successor section or office.
 - b. "Contract" means the entire written agreement between DSHS and the Contractor, including any Exhibits, documents, and materials incorporated by reference.
 - c. "Contracts Administrator" means the manager, or successor, of Central Contract Services or successor section or office.
 - d. "Contractor" means the individual or entity performing services pursuant to this Contract and includes the Contractor's owners, members, officers, directors, partners, employees, and/or agents, unless otherwise stated in this Contract. For purposes of any permitted Subcontract, "Contractor" includes any Subcontractor and its owners, members, officers, directors, partners, employees, and/or agents. The Contractor for this contract is: .
 - e. "Debarment" means an action taken by a Federal official to exclude a person or business entity from participating in transactions involving certain federal funds.
 - f. "DSHS" or the "Department" means the state of Washington Department of Social and Health Services and its employees and authorized agents.
 - g. "Personal Information" means information identifiable to any person, including, but not limited to, information that relates to a person's name, health, finances, education, business, use or receipt of governmental services or other activities, addresses, telephone numbers, Social Security Numbers, driver license numbers, other identifying numbers, and any financial identifiers.
 - h. "RCW" means the Revised Code of Washington. All references in this Contract to RCW chapters or sections shall include any successor, amended, or replacement statute. Pertinent RCW chapters can be accessed at <http://slc.leg.wa.gov/>.
 - i. "Regulation" means any federal, state, or local regulation, rule, or ordinance.
 - j. "Subcontract" means any separate agreement or contract between the Contractor and an individual or entity ("Subcontractor") to perform all or a portion of the duties and obligations that the Contractor is obligated to perform pursuant to this Contract.
 - k. "Subrecipient" means a non-federal entity that expends federal awards received from a pass-through entity to carry out a federal program, but does not include an individual that is a beneficiary of such a program. A subrecipient may also be a recipient of other federal awards directly from a federal awarding agency.
 - l. "WAC" means the Washington Administrative Code. All references in this Contract to WAC chapters or sections shall include any successor, amended, or replacement regulation. Pertinent WAC chapters or sections can be accessed at <http://slc.leg.wa.gov/>.
2. **Amendment.** This Agreement may only be modified by a written amendment signed by both parties. Only personnel authorized to bind each of the parties may sign an amendment.
3. **Assignment.** The Contractor shall not assign this Agreement or Program Agreement to a third party without the prior written consent of DSHS.
4. **Billing Limitations.**

DSHS General Terms and Conditions

- a. DSHS shall pay the Contractor only for authorized services provided in accordance with this Contract.
 - b. DSHS shall not pay any claims for payment for services submitted more than twelve (12) months after the calendar month in which the services were performed.
 - c. The Contractor shall not bill and DSHS shall not pay for services performed under this Contract, if the Contractor has charged or will charge another agency of the state of Washington or any other party for the same services.
5. **Compliance with Applicable Law.** At all times during the term of this Contract, the Contractor shall comply with all applicable federal, state, and local laws and regulations, including but not limited to, nondiscrimination laws and regulations.
6. **Confidentiality.** The Contractor may use Personal Information and other information gained by reason of this Agreement only for the purpose of this Agreement. The Contractor shall not disclose, transfer, or sell any such information to any party, except as provided by law or, in the case of Personal Information, without the prior written consent of the person to whom the Personal Information pertains. The Contractor shall maintain the confidentiality of all Personal Information and other information gained by reason of this Agreement, and shall return or certify the destruction of such information if requested in writing by DSHS.
7. **Debarment Certification.** The Contractor, by signature to this contract, certifies that the Contractor is not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from participating in transactions. The Contractor also agrees to include the above requirement in any and all subcontracts into which it enters.
8. **Governing Law and Venue.** This contract shall be construed and interpreted in accordance with the laws of the state of Washington and the venue of any action brought hereunder shall be in Superior Court for Thurston County. In the event that an action is removed to U.S. District Court, venue shall be in the Western District of Washington.
9. **Independent Contractor.** The parties intend that an independent contractor relationship will be created by this contract. The Contractor and his or her employees or agents performing under this contract are not employees or agents of the Department. The Contractor, his or her employees, or agents performing under this contract will not hold himself/herself out as, nor claim to be, an officer or employee of the Department by reason hereof, nor will the Contractor, his or her employees, or agent make any claim of right, privilege or benefit that would accrue to such employee.
10. **Inspection.** In addition to any rights of access or inspection that may be included in the Special Terms and Conditions, or in any Program Agreement, the Contractor shall provide reasonable access to the Contractor's place of business, Contractor records, and client records, to DSHS and to any authorized agent of the state of Washington or the federal government in order to monitor, audit, and evaluate the Contractor's performance and compliance with applicable laws, regulations, and these Contract terms during the term of this Contract and for one (1) year following termination or expiration of this Contract.
11. **Maintenance of Records.** The Contractor shall maintain records relating to this contract and the performance of the services described herein, including but not limited to accounting procedures and practices, which sufficiently and properly reflect all direct and indirect costs of any nature expended in the performance of this contract. All records and other material relevant to this contract shall be retained for six (6) years after expiration or termination of this contract. At no additional cost, these records shall be subject at all reasonable times to inspection, review or audit by the department, personnel duly authorized by the department, the Office of the State Auditor, and any federal and state officials so authorized by law, regulation or agreement.

DSHS General Terms and Conditions

If any litigation, claim or audit is started before the expiration of the six (6) year period, the records shall be retained until all litigation, claims or audit findings involving the records have been resolved.

12. **Order of Precedence.** In the event of any inconsistency or conflict between the General Terms and Conditions and the Special Terms and Conditions of this agreement or any Program Agreement, the inconsistency or conflict shall be resolved by giving precedence to these General Terms and Conditions.
13. **Severability.** If any term or condition of this Contract is held invalid by any court, such invalidity shall not affect the validity of the other terms or conditions of this Contract.
14. **Survivability.** The terms and conditions contained in this Agreement or any Program Agreement which, by their sense and context, are intended to survive the expiration or termination of the particular agreement shall survive. Surviving terms include, but are not limited to: Billing Limitations; Confidentiality, Disputes; Indemnification and Hold Harmless, Inspection, Maintenance of Records, Notice of Overpayment, Ownership of Material, Termination for Default, Termination Procedure, and Treatment of Property.
15. **Termination Due to Change in Funding.** If the funds DSHS relied upon to establish this Agreement or Program Agreement are withdrawn, reduced or limited, or if additional or modified conditions are placed on such funding, DSHS may immediately terminate this Agreement by providing written notice to the Contractor. The termination shall be effective on the date specified in the termination notice.
16. **Waiver.** Waiver of any breach or default on any occasion shall not be deemed to be a waiver of any subsequent breach or default. Any waiver shall not be construed to be a modification of the terms and conditions of this Contract. Only the DSHS Chief Administrative Officer or designee has the authority to waive any term or condition of this Contract on behalf of DSHS.

Additional General Terms and Conditions – Personal Service Contracts:

17. **Advance Payment.** DSHS shall not make any payments in advance or anticipation of the delivery of services to be provided pursuant to this Contract.
18. **Indemnification and Hold Harmless.**
 - a. The Contractor shall be responsible for and shall indemnify, defend, and hold DSHS harmless from all claims, loss, liability, damages, or fines arising out of or relating to a) the Contractor's or any Subcontractor's performance or failure to perform this Contract, or b) the acts or omissions of the Contractor or any Subcontractor.
 - b. The Contractor waives its immunity under Title 51 RCW to the extent it is required to indemnify, defend, and hold harmless the State and its agencies, officials, agents, or employees.
19. **Industrial Insurance Coverage.** The Contractor shall comply with the provisions of Title 51 RCW, Industrial Insurance. If the Contractor fails to provide industrial insurance coverage or fails to pay premiums or penalties on behalf of its employees, as may be required by law, Agency may collect from the Contractor the full amount payable to the Industrial Insurance accident fund. The Agency may deduct the amount owed by the Contractor to the accident fund from the amount payable to the Contractor by the Agency under this contract, and transmit the deducted amount to the Department of Labor and Industries, (L&I) Division of Insurance Services. This provision does not waive any of L&I's rights to collect from the Contractor.

DSHS General Terms and Conditions

- 20. Notice of Overpayment.** If the Contractor receives a vendor overpayment notice or a letter communicating the existence of an overpayment from DSHS, the Contractor may protest the overpayment determination by requesting an adjudicative proceeding. The Contractor's request for an adjudicative proceeding must:
- Be received by the Office of Financial Recovery (OFR) at Post Office Box 9501, Olympia, Washington 98507-9501, within twenty-eight (28) calendar days of service of the notice;
 - Be sent by certified mail (return receipt) or other manner that proves OFR received the request;
 - Include a statement as to why the Contractor thinks the notice is incorrect; and
 - Include a copy of the overpayment notice.

Timely and complete requests will be scheduled for a formal hearing by the Office of Administrative Hearings. The Contractor may be offered a pre-hearing or alternative dispute resolution conference in an attempt to resolve the overpayment dispute prior to the hearing.

Failure to provide OFR with a written request for a hearing within twenty-eight (28) days of service of a vendor overpayment notice or other overpayment letter will result in an overpayment debt against the Contractor. DSHS may charge the Contractor interest and any costs associated with the collection of this overpayment. DSHS may collect an overpayment debt through lien, foreclosure, seizure and sale of the Contractor's real or personal property; order to withhold and deliver; or any other collection action available to DSHS to satisfy the overpayment debt.

- 21. OFM Filing Requirement.** Under Chapter 39.29 RCW, certain Personal Service Contracts and amendments must be filed with the state of Washington Office of Financial Management (OFM). If this Contract must be filed, then it shall not be effective nor shall work commence or payment be made until reviewed or approved by OFM.
- 22. Ownership of Material.** Material created by the Contractor and paid for by DSHS as a part of this Contract shall be owned by DSHS and shall be "work made for hire" as defined by Title 17 USCA, Section 101. This material includes, but is not limited to: books; computer programs; documents; films; pamphlets; reports; sound reproductions; studies; surveys; tapes; and/or training materials. Material which the Contractor uses to perform the Contract but is not created for or paid for by DSHS is owned by the Contractor and is not "work made for hire"; however, DSHS shall have a perpetual license to use this material for DSHS internal purposes at no charge to DSHS, provided that such license shall be limited to the extent which the Contractor has a right to grant such a license.
- 23. Subcontracting.** Except as otherwise provided in this Contract, the Contractor shall not Subcontract any of the contracted services without the prior approval of DSHS as specified in a written amendment to this Contract. Contractor is responsible to ensure that all terms, conditions, assurances and certifications set forth in this Contract are included in any and all Subcontracts. Any failure of Contractor or its Subcontractors to perform the obligations of this Contract shall not discharge the Contractor from its obligations hereunder or diminish DSHS' rights or remedies available under this Contract.
- 24. Termination for Convenience.** DSHS may terminate this Contract in whole or in part when it is in the best interest of DSHS by giving the Contractor at least thirty (30) calendar days' written notice.
- 25. Termination for Default.** The Contracts Administrator may immediately terminate this Contract for default, in whole or in part, by written notice to the Contractor if DSHS has a reasonable basis to believe that the Contractor has:
- Failed to meet or maintain any requirement for contracting with DSHS;

DSHS General Terms and Conditions

- b. Failed to protect the health or safety of any DSHS client pursuant to Section 9, Health and Safety, of this Contract;
- c. Failed to perform under, or otherwise breached, any term or condition of this Contract; and/or
- d. Violated any applicable law or regulation.
- e. If it is later determined that the Contractor was not in default, the termination shall be considered a termination for convenience.

26. Termination or Expiration Procedure. The following terms and conditions apply upon Contract termination or expiration:

- a. The Contractor shall cease to perform any services required by this Contract as of the effective date of termination or expiration.
- b. If the Contract is terminated, the Contractor shall comply with all instructions contained in the termination notice.
- c. The Contractor shall immediately deliver to the DSHS contact named on page one of this Contract, or to his or her successor, all DSHS property in the Contractor's possession, including any "works for hire" as described in Section 17, Ownership of Material. The Contractor grants DSHS the right to enter upon the Contractor's premises for the sole purpose of recovering any DSHS property that the Contractor fails to return within ten (10) calendar days of the effective date of termination or expiration of this Contract. Upon failure to return DSHS property within ten (10) calendar days, the Contractor shall be charged with all reasonable costs of recovery, including transportation.
- d. DSHS shall be liable only for payment required under the terms of this Contract for service rendered up to the effective date of termination or expiration.
- e. DSHS may withhold a sum from the final payment to the Contractor that DSHS determines necessary to protect DSHS against loss or additional liability.
- f. The rights and remedies provided to DSHS in this Section are in addition to any other rights and remedies provided at law, in equity, and/or under this Contract, including consequential and incidental damages.

27. Treatment of Property. All property purchased or furnished by DSHS for use by the Contractor during this Contract term shall remain with DSHS. Title to all property purchased or furnished by the Contractor for which the Contractor is entitled to reimbursement by DSHS under this Contract shall pass to and vest in DSHS. The Contractor shall protect, maintain, and insure all DSHS property in its possession against loss or damage and shall return DSHS property to DSHS upon Contract termination or expiration.

APPROVED AS TO FORM BY THE OFFICE OF THE ATTORNEY GENERAL

DSHS Special Terms and Conditions

1. **Definitions Specific to Special Terms.** The words and phrases listed below, as used in this Contract, shall each have the following definitions:

- a. "***" means **.

2. **Purpose.** The purpose of this Contract is to:

3. **Statement of Work.** The Contractor shall provide the services and staff, and otherwise do all things necessary for or incidental to the performance of work, as set forth below:

4. **Consideration.** Total consideration payable to Contractor for satisfactory performance of the work under this Contract is up to a maximum of \$_____, including any and all expenses, and shall be based on the following:

5. **Billing and Payment.**

- a. **Invoice System.** The Contractor shall submit invoices using State Form A-19 Invoice Voucher, or such other form as designated by DSHS. Consideration for services rendered shall be payable upon receipt of properly completed invoices which shall be submitted to _____ by the Contractor not more often than monthly. The invoices shall describe and document to DSHS' satisfaction a description of the work performed, activities accomplished, the progress of the project, and fees. The rates shall be in accordance with those set forth in Section 4, Consideration, of this Contract.
 - b. **Payment.** Payment shall be considered timely if made by DSHS within thirty (30) days after receipt and acceptance by _____ of the properly completed invoices. Payment shall be sent to the address designated by the Contractor on page one (1) of this Contract. DSHS may, at its sole discretion, withhold payment claimed by the Contractor for services rendered if Contractor fails to satisfactorily comply with any term or condition of this Contract.

6. **Insurance.**

The Contractor shall at all times comply with the following insurance requirements.

- a. **General Liability Insurance**

The Contractor shall maintain Commercial General Liability Insurance, or Business Liability Insurance, including coverage for bodily injury, property damage, and contractual liability, with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The policy shall include liability arising out of premises, operations, independent contractors, products-completed operations, personal injury, advertising injury, and liability assumed under an insured contract. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

In lieu of general liability insurance mentioned above, if the contractor

DSHS Special Terms and Conditions

is a sole proprietor with less than three contracts, the contractor may choose one of the following three general liability policies but only if attached to a professional liability policy, and if selected the policy shall be maintained for the life of the contract:

Supplemental Liability Insurance, including coverage for bodily injury and property damage that will cover the contractor wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), its elected and appointed officials, agents, and employees shall be named as additional insureds.

or

Workplace Liability Insurance, including coverage for bodily injury and property damage that provides coverage wherever the service is performed with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as additional insureds.

or

Premises Liability Insurance and provide services only at their recognized place of business, including coverage for bodily injury, property damage with the following minimum limits: Each Occurrence - \$1,000,000; General Aggregate - \$2,000,000. The State of Washington, Department of Social & Health Services (DSHS), and elected and appointed officials, agents, and employees of the state, shall be named as Additional Insured.

b. Business Automobile Liability Insurance

The Contractor shall maintain a Business Automobile Policy on all vehicles used to transport clients, including vehicles hired by the Contractor or owned by the Contractor's employees, volunteers or others, with the following minimum limits: \$1,000,000 per accident combined single limit. The Contractor's carrier shall provide DSHS with a waiver of subrogation or name DSHS as an Additional Insured.

c. Professional Liability Insurance (PL)

The Contractor shall maintain Professional Liability Insurance or Errors & Omissions insurance, including coverage for losses caused by errors and omissions, with the following minimum limits: Each Occurrence - \$1,000,000; Aggregate - \$2,000,000.

d. Worker's Compensation

The Contractor shall comply with all applicable Worker's Compensation, occupational disease, and occupational health and safety laws and regulations. The State of Washington and DSHS shall not be held

DSHS Special Terms and Conditions

responsible for claims filed for Worker's Compensation under RCW 51 by the Contractor or its employees under such laws and regulations.

e. Employees and Volunteers

Insurance required of the Contractor under the Contract shall include coverage for the acts and omissions of the Contractor's employees and volunteers. In addition, the Contractor shall ensure that all employees and volunteers who use vehicles to transport clients or deliver services have personal automobile insurance and current driver's licenses.

f. Subcontractors

The Contractor shall ensure that all subcontractors have and maintain insurance with the same types and limits of **coverage as required of the Contractor under the Contract.**

g. Separation of Insureds

All insurance policies shall include coverage for cross liability and contain a "Separation of Insureds" provision.

h. Insurers

The Contractor shall obtain insurance from insurance companies identified as an admitted insurer/carrier in the State of Washington, with a Best's Reports' rating of B++, Class VII, or better. Surplus Lines insurance companies will have a rating of A-, Class VII, or better.

i. Evidence of Coverage

The Contractor shall submit Certificates of Insurance to the DSHS point of contact located on page one of the contract for each coverage required of the Contractor under the Contract. The Certificate shall identify the DSHS Central Contract Services, P O Box 45811, Olympia, Washington 98504-5811 as Certificate Holder. A duly authorized representative of each insurer, showing compliance with the insurance requirements specified in this Contract, shall execute each Certificate of Insurance. The Contractor is not required to submit to DSHS copies of Certificates of Insurance for personal automobile insurance required of the Contractor's employees and volunteers under the contract.

The Contractor shall maintain copies of Certificates of Insurance for each subcontractor as evidence that each subcontractor maintains insurance as required by the Contract.

j. Material Changes

The insurer shall give DSHS Central Contract Services, 45 days advance written notice of cancellation or non-renewal. If cancellation is due to non-payment of premium, the insurer shall give DSHS 10 days advance written notice of cancellation.

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k. General

By requiring insurance, the State of Washington and DSHS do not represent that the coverage and limits specified will be adequate to protect the Contractor. Such coverage and limits shall not be construed to relieve the Contractor from liability in excess of the required coverage and limits and shall not limit the Contractor's liability under the indemnities and reimbursements granted to the State and DSHS in this Contract. All insurance provided in compliance with this Contract shall be primary as to any other insurance or self-insurance programs afforded to or maintained by the State.

7. Disputes.

- a. Either party who has a dispute concerning this Contract may submit a written request for dispute resolution. The amount of any rate set by law, regulation, or DSHS policy is not disputable. A party's written request for dispute resolution must include:

- (1) A statement identifying the issue(s) in dispute; and
- (2) Contractor's name, address and contract number.

- b. The request must be mailed to the following address within thirty (30) calendar days after the party could reasonably be expected to have knowledge of the issue, which is disputed.
- c. A copy of the current Children's Administration's dispute resolution process is available at any time by written request.
- d. Requests for disputes resolution or for a copy of the current Children's Administration's dispute resolution process should be sent to:

DSHS/Children's Administration
Attention: Contracts Management Unit
P.O. Box 45710
Olympia, WA 98504-5710

- e. This dispute resolution process is the sole administrative remedy available under this contract.

Exhibit D
NCFAS TRAINING MATERIALS OVERVIEW
NORTH CAROLINA FAMILY ASSESSMENT SCALE TRAINING PACKAGE

The following materials are included in the training package developed by the National Family preservation Network:

VHS Tape – Orientation and Basic Training

CD Rom – Training documents and Database

NCFAS and NCFAS-R Documents

Training Materials Hard Copies:

- Cover Letter from National Family Preservation Network
- Facilitators Guide
- Case Study
- Research Report
- Database Installation and Users Guide

Exhibit E

NORTH CAROLINA FAMILY ASSESSMENT SCALE (NCFAS) TOOL

Initial Family Assessment

Today's Date:	
Agency: Referring Social Worker: Consumer: Date of Referral:	Therapist: SW Phone Number: DCFS Case #: County:

Reason for referral (include a list of all family members / household members):

I. Describe family's culture / beliefs:

II. Describe family's social support network:

For each of the domains* listed below, provide the initial NCFAS or NCFAS-R overall rating*, and provide a narrative description. The narrative description should include any significant strengths and problem areas identified in the sub-scales* (listed below).

A. ENVIRONMENT

Sub-scales to consider: housing stability, safety in the community, habitability of housing, income/employment, financial management, food and nutrition, personal hygiene, transportation, learning environment.

☐ Clear Strength
 ☐ Mild Strength
 ☐ Baseline/Adequate
 ☐ Mild Problem
 ☐ Moderate Problem
 ☐ Serious Problem

B. PARENTAL CAPABILITIES

Sub-scales to consider: supervision of children, disciplinary practices, provision of developmental/enrichment opportunities, parent(s')/caregiver(s') mental health, parent(s')/caregiver(s') physical health, parent(s')/caregiver(s') use of drugs/alcohol.

☐ Clear Strength
 ☐ Mild Strength
 ☐ Baseline/Adequate
 ☐ Mild Problem
 ☐ Moderate Problem
 ☐ Serious Problem

C. FAMILY INTERACTIONS

Sub-scales to consider: bonding with child(ren), expectations of the child(ren), mutual support within the family, relationship between parents/caregivers.

☐ Clear Strength ☐ Mild Strength ☐ Baseline/Adequate ☐ Mild Problem ☐ Moderate Problem ☐ Serious Problem

D. FAMILY SAFETY

Sub-scales to consider: absence/presence of physical abuse of child(ren), absence/presence of sexual abuse of child(ren), absence/presence of emotional abuse of child(ren), absence/presence of neglect of child(ren), absence/presence of domestic violence between parents/caregivers.

☐ Clear Strength ☐ Mild Strength ☐ Baseline/Adequate ☐ Mild Problem ☐ Moderate Problem ☐ Serious Problem

E. CHILD WELL-BEING

Sub-scales to consider: child(ren's) mental health, child(ren's) behavior, school performance, relationship with parent(s)/caregiver(s), relationship with sibling(s), relationship with peers, cooperation/motivation to maintain the family.

☐ Clear Strength ☐ Mild Strength ☐ Baseline/Adequate ☐ Mild Problem ☐ Moderate Problem ☐ Serious Problem

For placement prevention interventions, please stop here. For reunification interventions, please continue on to the next two domains.

F. CAREGIVER / CHILD AMBIVALENCE

Sub-scales to consider: parent/caregiver ambivalence towards child, child ambivalence towards parent/caregiver, ambivalence exhibited by substitute care provider, disrupted attachment, pre-reunification home visitations.

☐ Clear Strength ☐ Mild Strength ☐ Baseline/Adequate ☐ Mild Problem ☐ Moderate Problem ☐ Serious Problem

G. READINESS FOR REUNIFICATION

Sub-scales to consider: resolution of significant CPS risk factors, completion of case service plans, resolution of legal issues, parent/caregiver understanding of child treatment needs, established back-up supports and/or service plans.

☐ Clear Strength ☐ Mild Strength ☐ Baseline/Adequate ☐ Mild Problem ☐ Moderate Problem ☐ Serious Problem